

**SIGNATURE DOCUMENT FOR
THE HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. _____
UNDER THE
FAMILY PLANNING GRANT PROGRAM**

I. PURPOSE

The **Health and Human Services Commission** ("System Agency") an administrative agency within the executive department of the State of Texas and having its principal office at 4900 North Lamar Blvd., Austin, TX 78751 and **Women's Health Care Center, Inc.** ("Grantee" or "Contractor"), having its principal office at 2914 S. Buckner Blvd., Ste. B, Garland, TX 75227 (each a "Party" and collectively the "Parties") enter into the following grant contract to provide funding for the Family Planning Program ("Contract").

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of with the provisions of Chapter 531 of the Texas Government Code and Title 1 of the Texas Administrative Code, Part 15, Chapter 382, Subchapter B, §§382.101-129.

III. CONTRACT PERIOD

This Contract has two components, the Fee-For-Service component and the Cost Reimbursement component. Given the need to coordinate the contracts associated with the Family Planning Program ("Program") with the TMHP claims process associated with the Fee-For-Service component of the Program, the effective dates for each component are as follows:

The Cost Reimbursement component will be effective upon the signature date of the latter of the Parties to sign the Contract.

The Fee-For-Service component will be effective on August 1, 2016, or upon the signature date of the latter of the Parties to sign the Contract, whichever occurs later.

The Contract shall terminate on August 31, 2017, unless it is renewed or terminated pursuant to the terms and conditions of the Contract. The System Agency reserves the option to renew the Contract for up to two additional two-year terms.

IV. STATEMENT OF SERVICES TO BE PROVIDED

The services to be performed under this Contract are described in the: (1) Family Planning Program Open Enrollment, which is attached hereto as ATTACHMENT A and incorporated herein by this reference; (2) Contractor's revised Program Forms, which are attached hereto as ATTACHMENTS B, and incorporated herein by this reference; and (3) Contractor's Open Enrollment Application, which is attached hereto as ATTACHMENT C and incorporated herein by this reference.

In the event of a conflict, the order of precedence for these documents is as follows:

Attachment A -- Family Planning Program Open Enrollment Solicitation

Attachment B -- Contractor's revised Program Forms

Attachment C -- Contractor's Open Enrollment Application

Contractor shall provide Family Planning Program services to 1,052 Unduplicated Clients during the term of this Contract.

V. CONTRACT NOT-TO-EXCEED AMOUNT AND PAYMENT PROCESSES

The total amount of this Contract shall not exceed **\$300,000**. This Contract is contingent upon the continued availability of funding. If funds become unavailable during the term of this Contract, the System Agency may terminate this Contract without penalty.

Fee-For-Service Payments:

The not-to-exceed amount for the Fee-For-Service component is **\$300,000**. Contractor must submit claims in accordance with the requirements of Sections 2.3.3 and 2.3.5 of the Family Planning Program Open Enrollment, ATTACHMENT A.

Cost Reimbursement Payments:

The not-to-exceed amount for the Cost Reimbursement component is **\$0**. This portion of the Contract will be paid on a cost reimbursement basis as described in Sections 2.3.3 and 2.3.4 of the Family Planning Program Open Enrollment, ATTACHMENT A.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

VI. CONTRACT REPRESENTATIVES.

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

System Agency

Health and Human Services Commission -- Women's Health Services

Address: 1100 W. 49th Street

Austin, TX 78756

Attention: Camille Laosebikan

Email: Camille.Laosebikan@hhsc.state.tx.us

Phone: (512) 776-3561

Grantee

Women's Health Care Center, Inc.

2914 S. Buckner Blvd., Ste. B

Garland, TX 75227

Attention: Sherry Tenison

Email: [REDACTED]

Phone: (214) 275-5256

VII. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency

Health and Human Services Commission

4900 North Lamar Blvd.

Austin, TX 78751

Attention: HHSC Chief Counsel – Karen Ray

Grantee

Contractor Name

Address

City, State ZIP

Attention:

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

VII. DISPUTE RESOLUTION

If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

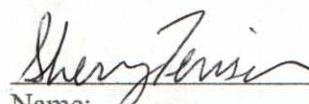
VIII. EXECUTION OF CONTRACT

The Parties have executed this Contract in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

SYSTEM AGENCY

Name: Lesley French
Title: Associate Commissioner
Date of execution: _____

GRANTEE


Name: Sherry Tensi
Title: Executive Officer
Date of execution: 8/18/2016

THE FOLLOWING ATTACHMENTS ARE ATTACHED HERETO AND INCORPORATED HEREIN BY
REFERENCE:

ATTACHMENT A – FAMILY PLANNING PROGRAM OPEN ENROLLMENT
ATTACHMENT B – CONTRACTOR'S REVISED PROGRAM FORMS
ATTACHMENT C – CONTRACTOR'S OPEN ENROLLMENT APPLICATION
ATTACHMENT D – UNIFORM TERMS AND CONDITIONS
ATTACHMENT E – SPECIAL CONDITIONS
ATTACHMENT F – STATE ASSURANCES
ATTACHMENT G – FEDERAL ASSURANCES
ATTACHMENT H – DATA USE AGREEMENT

Family Planning Program 529-16-01.02

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Form A- FACE PAGE This form requests basic information about the Applicant and project, including the signature of the authorized representative. The face page must be completed in its entirety.

I-APPLICANT INFORMATION

- 1) LEGAL BUSINESS NAME: WOMEN'S HEALTHCARE CENTER, INC.
- 2) MAILING Address Information: 2914 S BUCKNER ST DALLAS TEXAS 75227
- 3) PAYEE Name and Mailing Address (if different from above).
- 4) DUNS Number (9 digit): 829195259 5) Health and Human Service Region:O

9.434.32832

6) Federal Tax ID No. (9 digit), State of Texas comptroller Vendor ID No. 14 digit) or Social Security Number (9 digit).

"The Applicant acknowledges, understands and agrees that the Applicant's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.

[7] T'PEOF ENTITY check as that apply). H

City Nonprofit Organization individual County For Profit Organization Federally Qualified Health Centers Other Political Subdivision HUB Certified State Controlled Institution of Higher Learning State Agency Community-Based Organization Hospital Indian Tribe Minority Organization Private

Faith Based (Nonprofit Org) || Other
(specify). "fincorporated provide 10-digit charter number
assigned by Secretary of State. 0800987809 - 8) BUDGET PERIOD:
Start Date: July 1, 2016 End Date: August 31, 2017

9) COUNTIES SERVED BY FAMILY PLANNING PROJECT: (complete Form C:Texas Counties and Regions) DALLAS I

10) PRIMARY PLACE OF SERVICES PROVIDED 2914 S BUCKNER STE B DALLAS, TEXAS 75227
11) Total FUNDING REQUESTED: 3 co. or C 13) F NG (FP) PRIMARY CONTACT PERSON Fee for
Service: \$300,000 [CategoriCal 0 & The:

TENISON RN, EXECUTIVE DIRECTOR 256 12, PROJECTED EXPENDITURES Fax. 214-275-5284

Does Applicant's projected federal expenditures exceed \$500,000 or Email

its projected state expenditures exceed \$500,000, for Applicant's 14) FINANCIAL OFFICER current fiscal year (excluding amount requested in line 9 above)?" Name: _____

Donnie Yes No X Graham

HHS Contract No. _____

ATTACHMENT I. SUBCONTRACTOR AGREEMENT FORM

HHS CONTRACT NUMBER _____

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with _____ (SUBCONTRACTOR) for performance of duties on behalf of CONTACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable; 2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible; 3. Notify HHS immediately upon reasonably discovery of the pattern of activity or practice of

SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTRACTOR's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR SUBCONTRACTOR

BY: BY:

NAME: Sherry Tenison _____

NAME: Sherry Ten _____

TITLE: Director _____

TITLE: Executive Director _____

DATE: 08/18/2016.

DATE: 8/18/16 _____